



POSTED  
Dw2-7-00

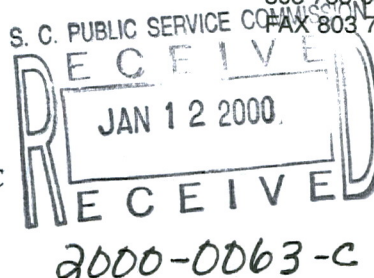


**Gregg F. Morton**  
Vice President - Regulatory and Legislative Affairs

January 10, 2000

Suite 807  
1600 Hampton Street  
Columbia, South Carolina 29201  
803 733-6300  
FAX 803 771-4680

The Honorable Gary E. Walsh  
Executive Director  
Public Service Commission of SC  
Post Office Drawer 11649  
Columbia, South Carolina 29211



# 2000-0129  
1999-444-C

Re: Approval of the Interconnection Agreement Negotiated by  
BellSouth Telecommunications, Inc. and 01 Communications  
pursuant to Sections 251, 252 and 271 of the  
Telecommunications Act of 1996

Dear Mr. Walsh:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. and 01 Communications are submitting to the South Carolina Public Service Commission their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements, and the resale of BellSouth's telecommunications services to 01 Communications. The agreement was negotiated pursuant to Sections 251, 252 and 271 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and 01 Communications within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

Very truly yours,

Gregg F. Morton

*Handwritten notes:*  
Hunt & Stand  
New District

GFM/nml  
Enclosures

**AGREEMENT**

This Agreement, which shall become effective as of the 20th day of December, 1999, is entered into by and between O1 Communications of Alabama, LLC, O1 Communications of Florida, LLC, O1 Communications of Georgia, LLC, O1 Communications of Kentucky, LLC, O1 Communications of North Carolina, LLC, O1 Communications of South Carolina, LLC, and O1 Communications of Tennessee, LLC ("O1 Communications") Limited Liability Corporations in each respective state, on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

**WHEREAS**, O1 Communications has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and ACI Corp dated January 8, 1999 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, O1 Communications and BellSouth hereby agree as follows:

1. O1 Communications and BellSouth shall adopt in its entirety, with the exception of Attachment 4 and Attachment 10, the ACI Corp. Interconnection Agreement dated January 8, 1999 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The ACI Corp. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

04/27/99



ITEM	NO. PAGES
<b>Adoption Papers</b>	4
<b>Exhibit 1:</b>	
Title Page	1
Table of Contents	1
General Terms and Conditions	27
Attachment 1	12
Attachment 2	53
Attachment 3	10
Attachment 4	1
Attachment 5	6
Attachment 6	6
Attachment 7	17
Attachment 8	2
Attachment 9	5
Attachment 10	1
Attachment 11 – Exhibit 1-AL	21
-Exhibit 2- FL	18
- Exhibit 3- GA	19
- Exhibit 4- KY	17
- Exhibit 5- LA	17
- Exhibit 6- MS	23
- Exhibit 7 – NC	18
- Exhibit 8 – SC	22
- Exhibit 9 – TN	18
<b>Exhibit 2 - Physical Collocation</b>	92
<b>Exhibit 3 - Performance Measurements</b>	72
<b>Exhibit 4 – Regional OSS Rates</b>	2
<b>TOTAL</b>	485

2. In the event that O1 Communications consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of O1 Communications under this Agreement.

3. O1 Communications hereby requests to include as part of the Agreement between the parties, Attachment 4 - Physical Collocation, attached hereto as Exhibit 2.

4. O1 Communications hereby requests to include as part of the Agreement between the parties, Attachment 10 – Performance Measurements, attached hereto as Exhibit 3.



5. O1 Communications hereby requests to adopt BellSouth's regional OSS rates in lieu of the state specific OSS rates included in the adopted ACI Corp. Interconnection Agreement. The regional OSS rates are attached hereto as Exhibit 4 and hereby replace the state specific OSS rates listed in the adopted ACI Corp. Interconnection Agreement.

6. The term of this Agreement shall be from the effective date as set forth above and shall expire on January 7, 2001.

7. O1 Communications shall accept and incorporate any amendments to the ACI Corp. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

8. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team  
9th Floor  
600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203  
and

General Attorney - COU  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

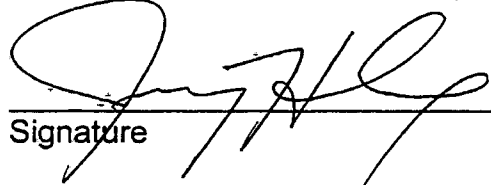
O1 Communications

Rudolph J. Geist  
Executive Vice President  
770 L. Street  
Suite 960  
Sacramento, CA 95814

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

  
Signature

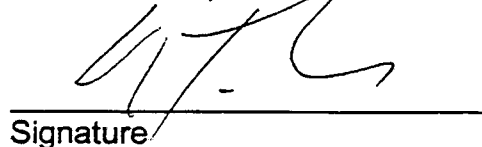
Jerry Hendrix

Name

12-20-99

Date

O1 Communications of Alabama, LLC  
O1 Communications of Florida, LLC  
O1 Communications of Georgia, LLC  
O1 Communications of Kentucky, LLC  
O1 Communications of North Carolina, LLC, O1 Communications of South Carolina, LLC, and O1 Communications of Tennessee, LLC

  
Signature

Rudolph J. Geist

Name

12-14-1999

Date

Exhibit 1

**INTERCONNECTION AGREEMENT  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS INC.  
AND  
ACI CORP.**

## **TABLE OF CONTENTS**

**General Terms and Conditions**

**Part A**

**Part B - Definitions**

**Attachment 1 - Resale**

**Attachment 2 - Unbundled Network Elements**

**Attachment 3 - Local Interconnection**

**Attachment 4 - Physical Collocation**

**Attachment 5 - Access to Numbers and Number Portability**

**Attachment 6 - Ordering and Provisioning**

**Attachment 7 - Billing and Billing Accuracy Certification**

**Attachment 8 - Rights-of-Way, Conduits and Pole Attachments**

**Attachment 9 - Bona Fide Request/New Business Request Process**

**Attachment 10- Performance Measurements**

**Attachment 11- Rates**